

Exhibit A

CORPORATE INTEGRITY AGREEMENT Acadian Ambulance Services, Inc.

I. Preamble

This Corporate Integrity Agreement ("CIA") is made between the United States of America, acting through the Office of Inspector General of the United States Department of Health and Human Services ("OIG-HHS"), and Acadian Ambulance Services. ("Acadian"), (collectively referred to as the "Parties"). As part of its settlement agreement with the United States ("Agreement"), Acadian has entered into this CIA and has thereby agreed to implement a corporate integrity program ("Program") to prevent fraud, abuse, and false billing to Medicare, Medicaid, and all other Federal health care programs, as defined by 42 U.S.C. § 1320a-7b(f), by Acadian, its subsidiaries, its employees, and third parties. The Program shall include the provisions listed below and shall be maintained so as to ensure, to the extent reasonably possible, that Acadian and each of its directors, officers, employees, and contractors maintain the business integrity required of an ambulance transportation provider participating in Federal health care programs, and that the claims submitted to Medicare, Medicaid, and all other Federal health care programs are in compliance with all statutes and regulations applicable to such programs and with the terms set forth below.

The Parties agree that Acadian may adapt or maintain any compliance efforts existing at the time of execution of this CIA to meet the corporate integrity obligations assumed by Acadian pursuant to this CIA.

II. Corporate Integrity Period

The period of compliance obligations assumed by Acadian under this CIA shall be five (5) years from the date of execution of this CIA. The date of execution of this CIA shall be the date the last signature to this CIA is obtained.

III. Corporate Integrity Program

A. Compliance Officer

Within 30 days after the execution of this CIA, Acadian shall have under its employment a Compliance Officer, who shall be responsible for developing, implementing, and certifying compliance with the requirements of the Program, and with the requirements of Medicare, Medicaid, and all other Federal health care programs. The

Compliance Officer shall be a member of senior management of Acadian and shall be authorized to make reports regarding compliance matters directly to the Board of Directors of Acadian.

In the event that an unforeseen termination or resignation, death, or disability results in a vacancy of the Compliance Officer position, Acadian shall have 30 days to employ and fully train a replacement without penalty or violation of this CIA. If such an event occurs, Acadian shall, within 5 days, notify OIG-HHS in writing of such a vacancy, the reasons therefore, and what steps Acadian is pursuing to employ and train a replacement Compliance Officer.

B. Policies and Procedures

Within 60 days after the execution of the CIA (except as otherwise provided in this section), Acadian shall develop and effectively implement written Policies and Procedures, or modify its existing policies, regarding its commitment to accurate billings and submissions of claims consistent with the terms of the Program, with all Federal and state statutes, regulations, policies, and procedures, and with the requirements of Medicare, Medicaid, and all other Federal health care programs. The Policies and Procedures shall require that all claims submitted to Medicare, Medicaid, or any other Federal health care programs for ambulance transportation be limited to claims for which Acadian believes in good faith to be reimbursable by the program to which the claim is submitted. The Policies and Procedures shall specifically include, but not be limited to, requirements that each non-emergency ambulance transport claim submitted to Medicare for reimbursement be subject to pre-submission review by a qualified individual, such as a paramedic with expertise in the Medicare coverage and payment guidelines, to ensure that the Medicare coverage requirements of medical necessity and contraindication of alternative means of transportation be properly supported by documentation in the call record or run report for that transport. When another payor's coverage is contingent upon Acadian first submitting a claim for reimbursement to Medicare, Acadian shall indicate in the "comments" section of any such claim submitted to Medicare for which Acadian does not believe the Medicare program's requirements for reimbursement have been met, that the submitted claim does not meet Medicare's requirements for reimbursement, and that the claim is submitted solely for the purpose of receiving a denial of payment from the Medicare carrier required as a condition of payment under another program.

The Policies and Procedures shall also include disciplinary guidelines for all employees who fail to meet the requirements of the Policies and Procedures, and methods for employees to make complaints and notifications about compliance issues to Acadian management through the Confidential Disclosure Program required by paragraph III.D.

The Policies and Procedures shall be adopted by Acadian's Board of Directors and distributed to all employees who are affected by them, including but not limited to all personnel with responsibilities for the documentation, billing, and coding of services submitted to Medicare, Medicaid, and any other Federal health care program for reimbursement. Acadian shall update the Policies and Procedures as appropriate.

Within 120 days after the execution of this CIA, or within one (1) week after the commencement of the individual's employment with Acadian, whichever is later, and annually thereafter, each individual who should receive a copy of the Policies and Procedures shall certify that he or she has read and understands the Policies and Procedures. Acadian shall keep a copy of these certifications on file for at least one year after the completion of the corporate integrity period mandated by this CIA.

C. Training and Education Program

Within 120 days after the execution of this CIA, and annually thereafter, Acadian shall require and provide at least two (2) hours, and more as may be necessary to meet all of the objectives set forth in this paragraph, of training to each and every employee or contractor of Acadian with any responsibility for the provision, documentation, or billing of ambulance services. New employees shall receive the training as required by this paragraph within one week of the beginning of their employment (or within 120 days of the execution of this CIA, if the employment begins during that period). The training shall: (1) cover Acadian's Policies and Procedures, described in paragraph III.B; (2) cover applicable statutes, regulations, policies, procedures, and program guidelines for Medicare, Medicaid, and all other Federal health care programs; (3) reinforce the need for strict compliance with the applicable statutes, regulations, policies, procedures, and program guidelines, and Acadian's Policies and Procedures; (4) encourage use of the Confidential Disclosure Program described in paragraph III.D; and (5) advise employees that any failure to comply may result in disciplinary action.

D. Confidential Disclosure Program

Within 120 days after the execution of this CIA, Acadian shall have implemented a Confidential Disclosure Program enabling employees, and agents and contractors, if applicable, to communicate about compliance issues to the Compliance Officer. The Confidential Disclosure Program shall include methods for employees, agents, and contractors to disclose any practices or procedures with respect to Medicare, Medicaid, or any other Federal health care program, alleged by the individual to be inappropriate, to the Compliance Officer or some other person who is not in the reporting individual's chain of command. The Confidential Disclosure Program shall emphasize a non-retribution, non-retaliation policy, and shall include a reporting mechanism for

anonymous, confidential communication. Acadian shall use intake procedures designed to elicit all relevant information from individuals reporting alleged misconduct. For any disclosure that is sufficiently specific that it reasonably (1) permits a determination of the appropriateness of the alleged improper practice, and (2) provides opportunity for the taking of corrective action, Acadian shall conduct, within a reasonable time period of learning of the allegation, an internal review of the allegations set forth in such disclosure and ensure that proper follow-up is conducted. Acadian shall, in good faith, make a preliminary inquiry into the allegations set forth in every disclosure to ensure that it has obtained all of the information necessary to determine whether it should conduct an internal review as provided above. The Compliance Officer shall maintain a confidential disclosure log, which shall include a record of each allegation received, status of the investigation of the allegation, and any corrective action taken in response to the investigation. The Compliance Officer shall maintain all documentation related to information in the log and make such documents available for inspection by OIG-HHS upon request.

E. Audits and Disclosures

Within 150 days after the execution of this CIA, Acadian shall have retained an independent professional organization, such as a law, accounting or health consulting firm, to conduct annual audits of claims submitted by Acadian to Medicare, Medicaid, and/or any other federal health care program. These audits shall include review of at least 200 claims, and shall be designed to ensure Acadian's compliance with the written Policies and Procedures described in paragraph III.B, with this CIA, and with all applicable federal and state health care statutes, regulations, policies, procedures, and program requirements. Within 150 days after the execution of this CIA, Acadian shall possess a work plan describing the proposed protocols to be followed in conducting these reviews and audits. The first of these audits shall be performed prior to the first anniversary of the execution of this CIA, and in the remaining years Acadian will undertake a similar audit annually and compare its findings against the findings in previous years.

Such audits shall focus particular attention on the documentation, accuracy, and validity of claims submitted for reimbursement to Medicare, Medicaid, or any other Federal health care program. The audits must be retained by Acadian for at least one year after the completion of the corporate integrity period mandated by this CIA.

Generally, if any of these annual audits uncovers billing policies, procedures, and/or practices that result in material billing deficiencies, or if Acadian learns of such billing policies, procedures, and/or practices that result in material billing deficiencies from any other source, Acadian shall notify the Medicare and/or Medicaid contractor, and

any other payor as appropriate, within 30 days of discovering the deficiency and take remedial steps within 60 days (or such additional time as may be agreed to by the contractor or payor) to correct the problem, including preventing the deficiency from reoccurring. The notice to the contractor or payor shall state that the repayment is being made in accordance with the terms of this CIA and shall include: (1) the methodology by which the overpayment was determined; (2) any claim-specific information used to determine the overpayment; and (3) the amount of the overpayment. For purposes of this CIA, a "material billing deficiency" shall mean anything that has a significant, adverse financial impact upon the Medicare, Medicaid, or any other federal health care program, which may be the result of an isolated event or a series of occurrences, and which lacks conformity with Medicare, Medicaid, or any other Federal health care program reimbursement principles or other applicable statutes, and the regulations and written directives issued by the Health Care Financing Administration ("HCFA") and/or its agents, or any other agency charged with administering the federal health care program implicated and/or its agents.

Contemporaneous with Acadian's notification to the Medicare or Medicaid contractor, or other appropriate payor, as provided above, Acadian shall notify OIG-HHS of: (i) their findings concerning the material billing deficiency; (ii) Acadian's actions to correct such material billing deficiency; and (iii) any further steps Acadian plans to take to address such material billing deficiency and prevent it from reoccurring.

While this reporting requirement focuses on occurrences having a "significant, adverse financial impact," this provision does not excuse Acadian's statutory obligation as a Medicare or Medicaid participant to bring to a payor's attention any other billing deficiencies, however *de minimis*, make appropriate refunds, and take any steps necessary to prevent the occurrence in the future.

F. Excluded Individuals or Entities

Effective upon the date of execution of this CIA, Acadian shall not employ, contract with, or otherwise use the services of any individual whom Acadian knows or should have known, after reasonable inquiry, (a) has been convicted of a criminal offense related to health care (unless the individual has been reinstated to participation in Medicare after being excluded because of the conviction), or (b) is currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal health care program. In furtherance of this requirement, Acadian agrees to make reasonable inquiry as to any individual who is a prospective employee, agent, or individual considered for engagement by Acadian as an independent contractor by reviewing the General Services Administration's List of Parties Excluded from Federal Programs (available over the internet at <http://www.arnet.gov/epl>) and the HHS/OIG

Cumulative Sanction Report (available over the internet at <http://www.dhhs.gov/progorg/oig>).

G. Reports

1. Interim Report

Within 180 days after the execution of this CIA, Acadian shall submit a written interim report to OIG-HHS. This interim report shall include:

(1) the name and position description of the Compliance Officer described in paragraph III.A;

(2) the written Policies and Procedures required by paragraph III.B;

(3) a description of the training programs implemented pursuant to paragraph III.C and a summary of the activities undertaken in furtherance of the training programs, including schedules and topic outlines from the training sessions;

(4) the name of the third party hired to perform the first audit and copy of the proposed workplan or protocol for that audit, as required by paragraph III.E; and

(5) a certification by the Compliance Officer verifying that Acadian is in full and timely compliance with all of the requirements of this CIA.

2. Annual Reports

Acadian shall submit to OIG-HHS a written report annually, within 30 days of the first, second, third, fourth, and fifth anniversary dates of the execution of this CIA, with respect to the status and findings of Acadian's compliance activities. The annual reports shall include:

(1) any change in the identity or position description of the Compliance Officer described in paragraph III.A;

(2) any substantive changes or amendments to the Policies and Procedures required by paragraph III.B;

(3) a description of any changes in the training programs implemented pursuant to paragraph III.C and a summary of the activities undertaken in furtherance of the training programs, including schedules and topic outlines for the training sessions;

(4) a description of the audits of claims submitted by Acadian to Medicare, Medicaid, and/or any other federal health care program, conducted by Acadian, or on Acadian's behalf, pursuant to paragraph III.E, their results, problems (including but not limited to overpayments) identified in the audits, and corrective actions taken to address those problems;

(5) a summary of the disclosures received and actions taken by Acadian pursuant to paragraph III.D and a copy of the a confidential disclosure log required by that paragraph;

(6) a description of any personnel action (other than hiring) taken by Acadian as a result of the obligations in paragraph III.F;

(7) a narrative summary of any ongoing investigation or legal proceeding conducted or brought by a governmental entity involving an allegation that Acadian has committed a crime or has engaged in fraudulent activities;

(8) the names and position descriptions of all officers of Acadian and a current organization chart;

(9) a report of the aggregate amount of overpayments that have been returned to the Medicare program that were discovered as direct or indirect result of the compliance program established pursuant to this CIA, including a detailed description of how the overpayments were calculated; and

(10) a certification by the Compliance Officer, on behalf of Acadian and after due diligence, verifying that Acadian is in compliance with all of the requirements of this CIA.

All reports or other correspondence required by this CIA to be made to OIG-HHS shall be sent to:

Civil Recoveries Branch - Compliance Unit
Office of Counsel to the Inspector General
Office of Inspector General
Department of Health and Human Services
330 Independence Ave., SW, Room 5527
Washington, DC 20201
Telephone: (202) 619-2078
Facsimile: (202) 205-0604

All correspondence required by this CIA to be made to Acadian shall be sent to:

**Acadian Ambulance Services, Inc.
Attn: (Name of Compliance Officer) - Compliance Officer
P.O. Box 98000
Lafayette, LA 70509-8000
Telephone: (318) 267-3333**

IV. OIG-HHS Inspection, Audit and Review Rights

In addition to any other right that OIG-HHS may have by statute, regulation, contract or pursuant to this CIA, and subject to any applicable attorney-client privilege, OIG-HHS or its duly authorized representative(s) may examine Acadian's books, records, and other company documents and supporting materials for the purpose of verifying and evaluating: (a) Acadian's compliance with the terms of this CIA; (b) Acadian's business conduct in its dealing with the United States Government, or any agencies or agents thereof; and (c) Acadian's compliance with the requirements of Medicare, Medicaid, and other Federal health care programs. The documentation described above shall be made available by Acadian at all reasonable times for inspection, audit or reproduction. Furthermore, for purposes of this provision, OIG-HHS or its authorized representative(s) may interview any Acadian employee who consents to be interviewed at the employee's place of business during normal business hours or at such other place and time as may be mutually agreed upon between the employee and OIG-HHS. Employees may elect to be interviewed with or without a representative of Acadian present.

V. Document and Record Retention

Acadian shall maintain for inspection by OIG-HHS or its duly authorized representatives documents and records relating to Medicare and Medicaid billings and reimbursements for a period of at least six (6) years following the execution of this CIA, and shall comply with any applicable regulations or statutes which require that Acadian retain such records for a longer period of time.

VI. Breach and Default Provisions

Acadian's compliance with the terms and conditions in this CIA shall constitute an element of Acadian's present responsibility with regard to participation in Federal health care programs. Full and timely compliance by Acadian shall be expected throughout the duration of the compliance period required by this CIA with respect to all of the obligations herein agreed to by Acadian. All modifications to this CIA (including changes to dates on which an obligation is due to be met) shall be requested in writing

and agreed to by OIG-HHS in writing prior to the date on which the modification is expected to take effect.

A. Stipulated Penalties for Failure to Comply with Certain Obligations.

Failure to comply with certain obligations set forth in this CIA may lead to the imposition of the following monetary penalties (hereinafter referred to as "stipulated penalties"):

- (1) A stipulated penalty of \$500 for each day Acadian fails to comply with any of the following, which stipulated penalty shall begin to accrue on the date the obligation becomes due:
 - a. submission of the complete Interim Report within 180 days of the execution of this CIA or the Annual reports within 30 days of the anniversary dates of the date of execution of this CIA, as required in paragraph III.D;
 - b. employment of a Compliance Officer within 30 days of the date of execution of this CIA, as required in paragraph III.A;
 - c. establishment of written Policies and Procedures, as required in paragraph III.B, within 60 days of the execution of this CIA;
 - d. establishment of a Confidential Disclosure Program, as required in paragraph III.D, within 120 days of the execution of this CIA.
- (2) A stipulated penalty of \$500 for each day Acadian fails to comply by having fully in force during the term of this CIA any of the following, which stipulated penalty shall begin to accrue on the date of the OIG's notice of noncompliance or as otherwise indicated in the OIG's notice, in accordance with section VI.B below.
 - a. the Compliance Officer, discharging his or her duties, except that Acadian shall have 30 days to replace the Compliance Officer if such position is rendered vacant due to unforeseen events as set forth in section III.A;
 - b. the Training and Education Program, as required under section III.C of this CIA;

c. the Confidential Disclosure Program required under section III.D of this CIA.

- (3) A stipulated penalty of \$500 for each day Acadian knowingly employs or contracts with an individual after that individual has been listed by a federal agency as excluded, debarred, suspended or otherwise ineligible for participation in the Medicare, Medicaid or any other federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)), which stipulated penalty shall begin to accrue on the date of the OIG's notice of noncompliance or as otherwise indicated in the OIG's notice, in accordance with section VI.B.
- (4) A stipulated penalty of \$500 for each day Acadian fails to comply with any other requirement in this Agreement, which is not covered by provisions 1, 2 and 3 of section VI.A of this CIA, which stipulated penalty shall begin to accrue on the date of the OIG's notice of noncompliance or as otherwise indicated in the OIG's notice, in accordance with section VI.B.

B. Payment of Stipulated Penalties

Upon finding that Acadian has failed to comply with any of the obligations described in paragraph VI.A, OIG-HHS may choose to demand payment of the stipulated penalties above. To effectuate the demand, OIG-HHS shall notify Acadian by certified mail of: (i) Acadian's failure to comply; and (ii) OIG-HHS's exercise of its contractual right to demand payment of the stipulated penalties payable under this CIA (this notification is hereinafter referred to as the "Demand Letter").

Within fifteen (15) days of the date of the Demand Letter, Acadian shall respond by:

- (1) curing the breach to OIG-HHS's satisfaction, paying the applicable stipulated penalties, and notifying OIG-HHS of its corrective actions;
- (2) demonstrating to OIG-HHS's satisfaction that the breach could not reasonably be cured within the 15 day period, but that (a) Acadian has begun to take action to cure the breach, (b) Acadian is pursuing such action with due diligence, (c) Acadian has provided to OIG-HHS a reasonable timetable for curing the breach, and (d) Acadian will pay stipulated penalties that accrue until the breach has been cured; or
- (3) submitting, in writing to the OIG-HHS, a request for a hearing before an HHS administrative law judge (ALJ) to dispute OIG-HHS's determination

of noncompliance, pursuant to the agreed upon provisions set forth below in paragraph VI.D.

Failure to respond to the Demand Letter shall be considered a material breach of this CIA and shall be grounds for exclusion under section VI.C below.

Payment of the stipulated penalties shall be made by certified or cashier's check, payable to "Secretary of the Department of Health and Human Services," and submitted to OIG-HHS at the address set forth in paragraph III.G.

These provisions for payment of stipulated penalties shall not affect or otherwise set a standard for OIG-HHS's determination that Acadian has materially breached this CIA, which decision shall be made at OIG-HHS's discretion and governed by the provisions in paragraph VI.C, below.

C. Remedies for Material Breach of this CIA

The Parties agree that a material breach of this CIA by Acadian constitutes an independent basis for Acadian's exclusion from participation in Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)). If Acadian engages in conduct that OIG-HHS considers to be a material breach of this CIA, OIG-HHS may seek exclusion of Acadian. Upon a determination by OIG-HHS that Acadian has materially breached this CIA and that exclusion should be imposed, OIG-HHS shall notify Acadian by certified mail of: (i) Acadian's material breach; and (ii) OIG-HHS's intent to exercise its contractual right to impose exclusion (this notification is hereinafter referred to as the "Intent to Exclude Letter"). Acadian shall have 35 days from the date of the letter to proceed as follows:

- (1) demonstrate to OIG-HHS's satisfaction that Acadian is in full compliance with this CIA;
- (2) cure the alleged material breach; or
- (3) demonstrate to OIG-HHS's satisfaction that the material breach cannot be cured within the 35 day period, but that (a) Acadian has begun to take action to cure the material breach, (b) Acadian is pursuing such action with due diligence, and (c) Acadian has provided to OIG-HHS a reasonable timetable for curing the material breach.

If, at the conclusion of the 35 day period (or other specific period as subsequently agreed to by OIG-HHS and Acadian), OIG-HHS determines that Acadian has failed to act

in accordance with provisions (1), (2), or (3) above, OIG-HHS may exclude Acadian from participation in the Medicare, Medicaid and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)). OIG-HHS shall notify Acadian in writing and by certified mail of its decision to exercise its contractual right to exclude Acadian (this letter shall be referred to hereinafter as the "Exclusion Letter").

Notwithstanding any provisions in Chapter 42 of the Code of Federal Regulations, the exclusion shall take effect thirty (30) days from the date of the Exclusion Letter unless Acadian exercises its contractual right to seek review of the OIG's exclusion determination by requesting a hearing before an administrative law judge as provided in section VI.D below. In the event Acadian requests such a hearing, the exclusion shall not be effective until the issuance of an administrative law judge's decision supporting the OIG's exclusion determination. The exclusion shall have national effect and will also apply to all other federal procurement and non-procurement programs. If Acadian is excluded under the provisions of this paragraph, Acadian may seek reinstatement pursuant to the provisions at 42 C.F.R. §§ 1001.3001-.3004.

A material breach of this CIA means: (i) a failure by Acadian to meet an obligation under this CIA where the failure has a significant adverse impact on the integrity of Medicare, Medicaid, or any other Federal health care program (for example, a failure to report a material billing violation, take corrective action and pay the appropriate refunds, as provided in paragraph III.E); (ii) repeated or flagrant violations of the obligations under this CIA, including, but not limited to, the obligations addressed in paragraph VI.A; or (iii) failure to respond to a Demand Letter concerning the payment of stipulated penalties in accordance with section VI.B above.

In connection with OIG-HHS's determination to exclude Acadian pursuant to this CIA, Acadian shall have the right to dispute OIG-HHS's determination in accordance with the agreed upon provisions set forth in section VI.D of this CIA, below.

D. Dispute Resolution

Upon OIG-HHS's delivery to Acadian of its Demand Letter or of its Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under the obligation of this CIA, Acadian shall be afforded some review rights comparable to the ones that are provided in 42 U.S.C. § 1320a-7(f) and 42 C.F.R. § 1005 as if they applied to the stipulated penalties or exclusion sought pursuant to this CIA. Specifically, OIG-HHS's determination to demand payment of stipulated penalties or to seek exclusion shall be subject to review by an HHS administrative law judge ("ALJ") in a manner consistent with the provisions in 42 C.F.R. §§ 1005.2-1005.21. Notwithstanding the language in 42 C.F.R. § 1005.2(c), the request for a hearing

involving stipulated penalties shall be made within 15 days of the date of the Demand Letter and the request for a hearing involving exclusion shall be made within 35 days of the date of the Exclusion Letter. The ALJ's decision, in turn, may be appealed to HHS's Departmental Appeals Board ("DAB") in a manner consistent with the provisions in 42 C.F.R. § 1005.21.

Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding for stipulated penalties under this CIA shall be: (i) whether, on the date of the Demand Letter, Acadian was in full and timely compliance with the obligations of this CIA for which OIG-HHS demands payment; (ii) whether Acadian failed to cure; (iii) whether it was reasonable for the alleged breach to have been cured within the 10-day period, and (iv) the period of non-compliance. For purposes of paying stipulated penalties under this CIA, and if Acadian chooses to seek review in lieu of curing the breach and paying the stipulated penalties, as set forth above, the ALJ's decision shall give rise to Acadian's obligation to pay. Thus, payment will be due twenty (20) days after the date that the ALJ issues the decision. Acadian's election of its contractual right to appeal the ALJ's decision to the DAB shall not excuse its obligation to make payment upon issuance of the ALJ's decision.

Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding for exclusion based on a breach of this CIA shall be: (i) whether Acadian was in material breach of one or more of its obligations under this CIA; (ii) whether the alleged material breach was continuing on the date of the Exclusion Letter; (iii) whether, as of the date of the Exclusion Letter, Acadian had failed to cure; and (iv) whether the alleged material breach could have been cured within the 35-day period of such other period as agreed to in writing by OIG-HHS and Acadian. For purposes of the exclusion herein agreed to in the event of material breach of this CIA, an ALJ's decision in favor of OIG-HHS shall be deemed to make the exclusion effective, at which time OIG-HHS may proceed with the exclusion of Acadian. Acadian's election of its contractual right to appeal the ALJ's decision to the DAB shall not abrogate OIG-HHS's authority to exclude Acadian upon the issuance of the ALJ's decision.

Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, OIG-HHS shall have the burden of going forward and the burden of persuasion with respect to the issue of whether Acadian was in breach and with respect to the period of noncompliance. Acadian shall bear the burden of going forward and the burden of persuasion with respect to the issue of whether, as of the date of the Demand Letter or the Exclusion Letter, Acadian cured the alleged breach, and with respect to the issue of whether the alleged breach could have been cured during the

specified period. The burden of persuasion will be judged by a preponderance of the evidence.

The review by an ALJ, as provided for above, shall not be considered to be an appeal right arising under any statutes or regulations. Consequently, the parties to this CIA agree that the DAB's decision shall be considered final for all purposes under this CIA.

All notices required under any of the aforementioned proceedings shall be given to OIG and Acadian in accordance with section VI of this Agreement.

VII. Miscellaneous Provisions

A. This CIA represents the entire understanding between the Parties with respect to Acadian's compliance obligations. Any modification to this CIA must be in writing and must be signed and executed by all parties to this CIA.


B. This CIA is binding upon and shall inure to the benefit of the Parties and their successors, assigns, heirs, agents, trustees, and employees. This CIA shall become final, binding, and effective only upon signing by every party hereto.

C. This CIA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

D. Each person who signs this CIA in a representative capacity warrants that he or she is duly authorized to do so.

U.S. Department of Health and Human Services, Office of Inspector General:

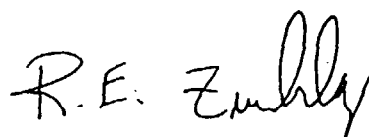
5/21/98
Date



Lewis Morris
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Dept. Of Health and Human Services

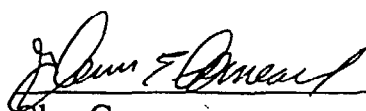
Acadian Ambulance Services, Inc.:

5-26-98
Date



Richard Zuschlag
President and Corporate Executive Officer
Acadian Ambulance Services, Inc.

5-26-98
Date



Glen Comeaux
Senior Vice President, Reimbursement
Acadian Ambulance Services, Inc.

**Modification to Corporate Integrity Agreement
between Office of Inspector General and Acadian Ambulance Services, Inc.**

The Office of Inspector General of the United States Department of Health and Human Services ("OIG-HHS") and Acadian Ambulance Services, Inc. ("Acadian"), (collectively referred to as the "Parties") agree to the following modification to the existing Corporate Integrity Agreement executed by the Parties on May 26, 1998 (the "CIA"). This modification is incorporated into the CIA upon execution by all Parties. In accordance with the modification provision set forth in Paragraph VII.A of the CIA, the Parties hereby agree to modify the CIA as follows:

1. Paragraph III.E of the CIA shall be replaced in its entirety by the following:

E. Audits and Disclosures

Within 150 days after the execution of this CIA, Acadian shall have retained an independent professional organization, such as a law, accounting or health consulting firm, to conduct quarterly audits of claims submitted by Acadian to Medicare, Medicaid, and/or any other federal health care program. These audits shall include reviews of at least 50 claims, and shall be designed to ensure Acadian's compliance with the written Policies and Procedures described in paragraph III.B, with this CIA, and with all applicable federal and state health care statutes, regulations, policies, procedures, and program requirements. Within 150 days after the execution of this CIA, Acadian shall possess a work plan describing the proposed protocols to be followed in conducting these reviews and audits. The first four of these quarterly audits shall be performed prior to the first anniversary of the execution of this CIA, and in the remaining years Acadian will undertake similar audits quarterly, and compare the findings of each year's audits against the findings of previous years' audits.

Such audits shall focus particular attention on the documentation, accuracy, and validity of claims submitted for reimbursement to Medicare, Medicaid, or any other Federal health care program. The audits must be retained by Acadian for at least one year after the completion of the corporate integrity period mandated by this CIA.

Generally, if any of these quarterly audits uncovers billing policies, procedures, and/or practices that result in material billing deficiencies, or if Acadian learns of such billing policies, procedures, and/or practices that result in material billing deficiencies from any other source, Acadian shall

notify the Medicare and/or Medicaid contractor, and any other payor as appropriate, within 30 days of discovering the deficiency and take remedial steps within 60 days (or such additional time as may be agreed to by the contractor or payor) to correct the problem, including preventing the deficiency from reoccurring. The notice to the contractor or payor shall state that the repayment is being made in accordance with the terms of this CIA and shall include: (1) the methodology by which the overpayment was determined; (2) any claim-specific information used to determine the overpayment; and (3) the amount of the overpayment. For purposes of this CIA, a "material billing deficiency" shall mean anything that has a significant, adverse financial impact upon the Medicare, Medicaid, or any other federal health care program, which may be the result of an isolated event or a series of occurrences, and which lacks conformity with Medicare, Medicaid, or any other Federal health care program reimbursement principles or other applicable statutes, and the regulations and written directives issued by the Health Care Financing Administration ("HCFA") and/or its agents, or any other agency charged with administering the federal health care program implicated and/or its agents.

Contemporaneous with Acadian's notification to the Medicare or Medicaid contractor, or other appropriate payor, as provided above, Acadian shall notify OIG-HHS of: (i) their findings concerning the material billing deficiency; (ii) Acadian's actions to correct such material billing deficiency; and (iii) any further steps Acadian plans to take to address such material billing deficiency and prevent it from reoccurring.


While this reporting requirement focuses on occurrences having a "significant, adverse financial impact," this provision does not excuse Acadian's statutory obligation as a Medicare or Medicaid participant to bring to a payor's attention any other billing deficiencies, however *de minimis*, make appropriate refunds, and take any steps necessary to prevent the occurrence in the future.

2. Paragraph G.1.(5) shall be replaced by the following:

(5) a certification by the Compliance Officer, on behalf of Acadian and after due diligence, verifying that Acadian is in compliance with all of the requirements of this CIA.

U.S. Department of Health and Human Services, Office of Inspector General:

8/5/98
Date



Lewis Morris
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Dept. of Health and Human Services

Acadian Ambulance Services, Inc.:

7/27/98
Date

R.E. Zuschlag Pres
Richard Zuschlag
President and Corporate Executive Officer
Acadian Ambulance Services, Inc.

7-27-98
Date


Glen Comeaux
Senior Vice President, Reimbursement
Acadian Ambulance Services, Inc.